

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 18, 2005 - KL

Division: County Attorney

Bulk Item: Yes X No

Department: County Attorney

AGENDA ITEM WORDING:

Authorization to execute and record Page 2 of the "First Amendment to Professional Services Contract" between Monroe County and Thomas Wright which approved by the BOCC on 4/20/2005.

ITEM BACKGROUND:

Page 2 of the Contract failed to scan and was inadvertently omitted from the agenda item back-up documentation provided to the BOCC on 4/20/05. The complete agenda item back-up documentation (including Page 2 of the contract) is available in its entirety for this agenda.

PREVIOUS RELEVANT BOCC ACTION:

Contract approved by the BOCC on April 20, 2005.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: N/A

BUDGETED: Yes No

COST TO COUNTY: N/A

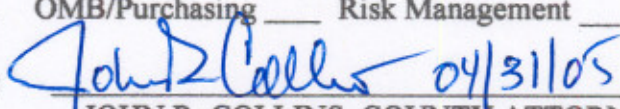
SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No

AMOUNT PER MONTH **Year**

APPROVED BY: County Atty X OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

 04/31/05
JOHN R. COLLINS, COUNTY ATTORNEY

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM #

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT shall revise the Professional Services Contract dated December 18, 2002 and January 16, 2003, by and between Monroe County, a political subdivision of the State of Florida, hereinafter COUNTY, whose address is Gato Building, 1100 Simonton Street, Key West, FL 33040, and Thomas Wright, whose address is P.O. Box 500309, Marathon, FL 33050-0309, hereinafter, ATTORNEY.

WITNESSETH:

WHEREAS, the COUNTY and ATTORNEY entered into a Professional Services Contract on the dates set forth hereinabove and wish to amend the terms of the said Contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the parties agree as follows:

1. Paragraph "3" of the Professional Services Contract is hereby deleted in its entirety and the following is substituted:
 - (a) "3. Hereinafter the COUNTY shall pay the ATTORNEY at the rate of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per month. The ATTORNEY shall make himself available from time to time for such Hearings or Cases as may be necessary. In the event that the necessary services under this Contract exceed two (2) full days in any month (including preparation time) the ATTORNEY shall be entitled to

additional payment at the rate of ONE HUNDRED FIFTY AND NO/100
DOLLARS (\$150.00) per hour for such additional time."

2. This Amendment shall be effective as of March 1, 2005.
3. In all other regards the Professional Services Contract shall remain in full
force and effect.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: _____

The Honorable Dixie M. Spehar, Mayor

By: _____
Deputy Clerk

DATE: _____

Thomas D. Wright
Thomas Wright

2/25/05
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

John R. Collins
JOHN R. COLLINS
COUNTY ATTORNEY
Date 03/02/05